

07-21-2000

FORM PTO-1618A
Expires 06/30/96
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101410597

MRO
6-30-00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input type="checkbox"/> Security Agreement	<input checked="" type="checkbox"/> Nunc Pro Tunc Assignment
		<input type="checkbox"/> Merger	Effective Date Month Day Year 05 16 97
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

Conveying Party Mark if additional names of conveying parties attached

Name: THE EVERGREEN GROUP Execution Date: 06 22 00
 Formerly: _____

Individual General Partnership Limited Partnership Corporation Association
 Other _____

Citizenship/State of Incorporation/Organization: CALIFORNIA

Receiving Party Mark if additional names of receiving parties attached

Name: BERNSTEIN GROUP, LLC

DBA/AKATA: _____

Composed of: _____

Address (line 1): 18351 Jamboree Road

Address (line 2): _____

Address (line 3): Irvine California 92612-1011
 City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association
 Other: limited liability company

Citizenship/State of Incorporation/Organization: Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/20/2000 DCDATES 00000201 1739819
01 FC:481 40.00 OP
02 FC:482 75.00 OP
03 FC:998 5.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 002106 FRAME: 0479

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1739819"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1740153"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1740308"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Brian L. Petrequin, Esq.

Name of Person Signing

Signature

June 28, 2000

Date Signed

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made this 22 day of June, 2000, by and between THE EVERGREEN GROUP, a California corporation (the "Assignor") and BERNSTEIN GROUP, LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor contributed to Assignee its entire right, title and interest in certain trademarks and/or service marks listed on Exhibit A attached hereto (the "Trademarks"), together with the goodwill of the business symbolized thereby, pursuant to a certain Contribution Agreement executed on or about May 16, 1997 (the "Contribution") and a certain Assignment of Beneficial Interest and Assumption Agreement executed on May 16, 1997 (the "Beneficial Assignment"), a copy of which is attached hereto as Exhibit B;

WHEREAS, the Contribution is lost, misplaced, or destroyed and neither the Contribution nor the Beneficial Assignment have been recorded with the United States Patent and Trademark Office (the "USPTO");

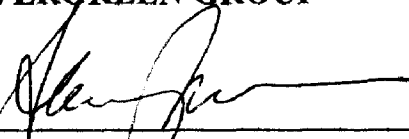
WHEREAS, Assignee desires to perfect its ownership of the Trademarks from the period on or about May 16, 1997 to September 28, 1998, and to correct the chain of title records of the USPTO to reflect proper ownership during that time, as requested by Assignee's subsequent assignee to the Trademarks, being Practice Builder Organization, Inc. (f/k/a Practice Builder Organization Acquisition Co., Inc.), a Delaware corporation (the "PBO"); and

WHEREAS, Assignor has agreed to assist Assignee and PBO in perfecting Assignee's ownership of the Trademarks as originally intended for the period on or about May 16, 1997 to September 28, 1998 and in correcting the USPTO records accordingly.

NOW, THEREFORE, in consideration of these premises, the mutual promises contained herein, and other good and valuable consideration hereby accepted and acknowledged, it is on this 22 day of June, 2000 agreed and reaffirmed that (i) Bernstein Group, LLC, the Assignee in the Contribution and the Beneficial Assignment, was the owner of any and all right, title and interest in the Trademarks sold, assigned, transferred and otherwise conveyed to Bernstein Group, LLC from The Evergreen Group pursuant to the Contribution and the Beneficial Assignment, and (ii) the terms of the Contribution and the Beneficial Assignment respecting the assignment of the Trademarks contained no rights of reversion, encumbrances, conditions precedent, other restrictions on or with respect to Assignee's rights in the Trademarks or any restrictions whatsoever on Assignee's ability to alienate the Trademarks generally or to PBO.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed the day and year first above written.

THE EVERGREEN GROUP

By: 
Name: ALAN BERNSTEIN
Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF Calif)
COUNTY OF Orange) SS:

The foregoing instrument was acknowledged before me this 22 day of June 2000 by Alan Bergman who is President of THE EVERGREEN GROUP, a California corporation, on behalf of the corporation.



Cathy K. Nishimoto
Notary Public

EXHIBIT A

Trademark/Service Mark

Registration No.

The Practice Builder
(words only) (I.C. 16)

1,739,819

The Practice Builder
(words only) (I.C. 35)

1,740,153

The Practice Builder
(words only) (I.C. 41)

1,740,308

The Practice Builder
(words only) (I.C. 42)

1,738,841

EXHIBIT B

See attached.

ASSIGNMENT OF BENEFICIAL INTEREST AND ASSUMPTION AGREEMENT
(TEG to BG)

This ASSIGNMENT OF BENEFICIAL INTEREST AND ASSUMPTION AGREEMENT ~ TEG to BG (this "Assignment"), is entered into effective as of May 16, 1997 (the "Effective Date"), by and between THE EVERGREEN GROUP, a California corporation ("Assignor") and BERNSTEIN GROUP, LLC, a Delaware limited liability company ("Assignee"), with reference to the following recitals:

A. Assignee is a limited liability company formed under the laws of the State of Delaware pursuant to that certain Certificate of Formation filed with the Delaware Secretary of State and that certain Operating Agreement of Bernstein Group, LLC, a Delaware limited liability company, dated as of May 16, 1997 (the "Operating Agreement").

B. Immediately prior to the effectiveness of this Assignment, Assignor and Assignee executed, delivered and entered into that certain Contribution Agreement - TEG to BG (the "Contribution Agreement"), pursuant to which Assignor agreed to contribute to Assignee substantially all the assets and other property owned and held by TEG, whether real property, fixtures, tangible personal property or intangible personal property (the "Contributed Assets").

C. Because the contribution, transfer and assignment of the Contributed Assets will require consents of certain third persons or entities, and because all such consents may not have been obtained prior to the Effective Date, Assignor and Assignee have agreed, pursuant to the Contribution Agreement, that Assignor shall contribute, transfer and assign to Assignee all beneficial interest in, and equitable title to, the Contributed Assets, and shall retain all record interest therein and legal title thereto until such consents have been obtained, subject to the terms, conditions and other provisions of this Assignment, the Contribution Agreement, and that certain Agency Agreement, dated as of the Effective Date hereof (the "Agency").

D. To effect the contribution, transfer and assignment of such beneficial interest in, and equitable title to, the Contributed Assets, Assignor and Assignee have agreed to execute, deliver and enter into this Assignment.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements set forth in the Contribution Agreement and in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definitions.

1.1 Record Interest. The term "Record Interest" means the nominal, record interest in and legal title to the Contributed Assets, as held and retained by Assignor.

1.2 Beneficial Interest. The term "Beneficial Interest" means the entire beneficial interest in and equitable title to the Contributed Assets, held by Assignor, excepting however all Record Interest.

2. Assignment & Retention. As of the Effective Date, Assignor hereby contributes, transfers and assigns to Assignee all Beneficial Interest of Assignor in and to the Contributed Assets. As of the Effective Date, Assignee hereby accepts such contribution, transfer and assignment. Subject to the terms, conditions and other provisions of the Agency and this Assignment, Assignor shall continue to hold and retain the entire Record Interest in the Contributed Assets, from and after the Effective Date; and Assignee hereby consents to such retention.

2.1 Benefits & Burdens. The parties hereto acknowledge, understand and agree that subject to the provisions of Sections 2.2 and 2.3 hereof, from and after the Effective Date, all benefits and burdens of, or otherwise related to, the Beneficial Interest shall inure to, and be borne by, Assignee, as if Assignee held both the Record Interest and Beneficial Interest thereto, notwithstanding Assignor's retention of the Record Interest.

2.2 Assumption. As of the Effective Date hereof, Assignee hereby assumes: (a) all duties, liabilities and obligations of Assignor related to the Beneficial Interest, to the extent such duties, liabilities and obligations arose before the Effective Date and are matters (i) which are disclosed by the public records as of the Effective Date, (ii) which would be disclosed by a physical inspection of the Contributed Assets properly conducted prior to the Effective Date, (iii) which were disclosed by Assignor prior to the Effective Date, or (iv) which were otherwise known to the Assignee, by and through its due diligence investigation or otherwise, prior to the Effective Date (each, a "Past Obligation"); and (b) all duties, obligations and liabilities of Assignor related to the Beneficial Interest to the extent that such duties, liabilities and obligations arise from and after the Effective Date (each, a "Prospective Obligation"). Assignor shall retain any and all debts, duties, liabilities and obligations other than the Past Obligations and Prospective Obligations following the Effective Date (each, a "Retained Obligation").

2.3 Indemnity. For purposes of this Section 2.3, "Representative" means, with respect to each party, any shareholder, officer, director, manager, constituent member, constituent partner, beneficiary, trustee, affiliate and representative of such party; and "Claim" means any claim, action, cause of action, demand, damages, judgment, settlement, loss, liability, cost or expense, including without limitation, rea-

sonable attorneys' fees, expert witness fees or related costs. Assignee hereby indemnifies Assignor and its Representatives against and agrees to defend, protect and hold harmless Assignor and its Representatives from and against any and all Claims from time to time incurred by such Assignor or its Representatives in connection with, arising out of, or related to any Past Obligation or Prospective Obligation. Assignor hereby indemnifies Assignee and its Representatives against and agrees to defend, protect and hold harmless Assignee and its Representatives from and against any and all Claims from time to time incurred by Assignee or its Representatives in connection with, arising out of, or related to any Retained Obligation.

3. Assignor's Representations and Warranties. Assignor hereby represents and warrants to Assignee the following, each of which shall be true as of the Effective Date:

3.1 Subject to any required consents or approvals of third persons or entities, Assignor has full right, power and authority to contribute, transfer and assign the Beneficial Interest to Assignee pursuant to the terms and conditions of this Assignment.

3.2 All action on Assignor's part necessary for the authorization, execution, delivery and performance of Assignor's obligations under this Assignment has been taken; and this Assignment, when timely executed and delivered, shall constitute Assignor's valid, legal and binding obligation.

3.3 Assignor has not prior hereto sold or otherwise disposed of any portion of the Contributed Assets or any part thereof, and Assignor is hereby contributing, transferring and assigning the Beneficial Interest to Assignee free and clear of any and all claims, liens, and encumbrances, other than Past Obligations and Prospective Obligations.

4. Assignee's Representations and Warranties. Assignee hereby represents and warrants to Assignor the following, each of which shall be true as of the Effective Date:

4.1 Assignee has full right, power and authority to acquire and accept the Beneficial Interest from Assignor pursuant to the terms and conditions of this Assignment.

4.2 All action on Assignee's part necessary for the authorization, execution, delivery and performance of Assignee's obligations under this Assignment have been taken; and this Assignment, when timely executed and delivered, shall constitute Assignee's valid, legal and binding obligation.

4.3 Assignee acknowledges that Assignor has fully disclosed to Assignee all claims, liens, encumbrances, and other limitations, actual and contingent, pertaining to the Past Obligations and Prospective Obligations, and that Assignee accepts the contribution, transfer and assignment in and to the Beneficial Interest subject to the Past Obligations and Prospective Obligations.

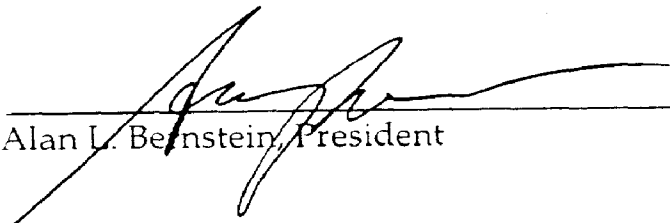
5. Physical Delivery. Assignor agrees to deliver to Assignee all originals and all copies of any and all other instruments, agreements, statements, certifications, books, records and other documents evidencing or otherwise related to the Beneficial Interest.

6. General Matters. This Assignment shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and their respective successors and assigns, and (b) governed by and construed in accordance with the laws of the State of Delaware, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law. This Assignment may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which taken separately shall constitute an original for all purposes.

IN WITNESS WHEREOF, this Assignment has been executed and delivered by the parties as of the Effective Date.

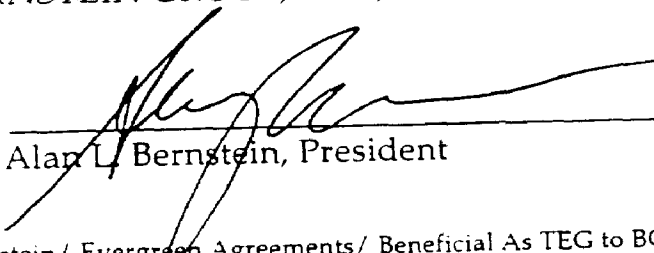
"Assignor"

THE EVERGREEN GROUP, a California corporation

By: 
Alan L. Bernstein, President

"Assignee"

BERNSTEIN GROUP, LLC., a Delaware limited liability company

By: 
Alan L. Bernstein, President

Bernstein/ Evergreen Agreements/ Beneficial As TEG to BG